



**Queensland
Government**

FINANCIAL INCENTIVE AGREEMENT

**QUEENSLAND-CHINESE ACADEMY OF SCIENCES
COLLABORATIVE SCIENCE FUND**

BETWEEN

STATE OF QUEENSLAND

through the

**Department of the Environment, Tourism, Science and Innovation
(ABN 46 640 294 485)**

AND

[Insert Recipient]

(ABN [INSERT ABN])

PROJECT: [Insert project title]

THIS AGREEMENT IS MADE

BETWEEN: **STATE OF QUEENSLAND** through the Department of the Environment, Tourism,
 Science and Innovation (**ABN 46 640 294 485**)
 ('the Department')

AND: **[INSERT PARTY] (ABN)**
 ('the Recipient')

BACKGROUND:

- A. The Department administers the Queensland-Chinese Academy of Sciences Collaborative Science Fund (the **Program**) which aims to increase and strengthen collaborations between Queensland and Chinese researchers by enabling them to conduct new projects that deliver benefits to Queensland and China through the development of new or improved products, processes or systems that have the potential to be commercialised or have public good applications within the identified priority areas
- B. The Recipient applied for Funding for the Project under the Program.
- C. The Department has agreed to provide the Funding to the Recipient for the Project on the terms of this Agreement.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

'Agreement' means this document (to be executed as a deed) and any schedules or attachments to it;

'Any Law' means any law operating in the State of Queensland including:

- (a) any statute, regulation, rule, local law or ordinance made by any government or any governmental, administrative, fiscal or judicial body, department, authority, tribunal or agency;
- (b) common law;
- (c) the law of equity; or
- (d) any State or Federal statutory instrument;

'Authorised Officer' means the person specified as the authorised officer for the Recipient in relation to Disputes as set out in Item 11 of Schedule 1;

'Background Intellectual Property' means Intellectual Property owned or controlled by the Recipient and the Participants as at the Start Date that is used for, in connection with, or otherwise contributed to the Project;

'Book of Account' means:

- (a) any account, register or financial statement prepared by the Recipient for the Project; and
- (b) any source document used in the preparation of accounts or financial statements for the Project;

'Business Day' means a day that is not a Saturday, Sunday or public holiday in the place of business of the Parties;

'Claim' includes any claim, action, suit, proceeding, demand, liability, obligation for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct, indirect or consequential, whether at law, in equity, under statute or otherwise;

'Confidential Information' means all information not in the public domain (including data, know how, trade secrets and commercial-in-confidence information) which is disclosed by a Party (Discloser) to another Party (Receiver) that:

- (a) is by its nature confidential; or
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Receiver knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or
- (e) is independently developed by a Party while having no knowledge of or access to the other

Party's Confidential Information;

'Conflict of Interest' means having an interest (whether personal, financial or otherwise) which conflicts, or may reasonably be perceived as conflicting, with the ability of the Recipient to perform its obligations under this Agreement fairly and objectively;

'Contact Officer' means the person specified as the point of contact for each Party in Item 7 of Schedule 1 or as otherwise notified by one Party to the other Party from time to time in writing;

'Contributions' means the cash contributions made, or to be made to the Project by the Recipient and each of the Participants in accordance with the Contribution Table;

'Contribution Table' means the table attached as Schedule 4 to this Agreement;

'Corporations Act' means the *Corporations Act 2001* (Cth);

'Eligible Project Costs' means those costs:

- (a) identified as such in the Program Guidelines; or
- (b) approved as part of the Proposal.

'End Date' means the date on which this Agreement will end, as specified in Item 4 of Schedule 1;

'Final Report' means a Progress Report including the additional material specified in Item 2 of Schedule 5;

'Force Majeure Event' means any circumstances (other than an industrial dispute), that substantially prevent a party's ability to perform its obligations under this Agreement (Affected Party), whether directly or indirectly, where:

- (a) the circumstances are not caused by or within the reasonable control of the Affected Party;
- (b) despite the exercise of reasonable diligence, the circumstances cannot be prevented, avoided or removed by the Affected Party;
- (c) the Affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of the circumstances on its ability to perform its obligations under this Agreement (and to mitigate the consequences of it); and
- (d) the circumstances are not the direct or indirect result of the Affected Party's failure to perform any of its obligations under this Agreement,

and arises from:

- (e) acts of God, lightning strikes, earthquakes, floods, droughts, storms, mudslides, explosions, fires or other natural disasters, pandemics, epidemics, acts of war, acts of public enemies, riots, civil commotions, malicious damage, invasions, sabotage, blockades and revolution;
- (f) strike, lockouts, work bans, limitation of work or other industrial disturbance (other than an industrial dispute); or
- (g) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

'Funding' means the money, or any part of it, payable by the Department to the Recipient as specified in Item 5 of Schedule 1;

'Funds' means the Funding received by the Recipient under this Agreement;

‘Group Entity’ means any related body corporate or associate (as those terms are defined in the Corporations Act) of the Recipient;

‘GST Act’ means *A New Tax System (Goods and Services Tax) Act 1999*.

‘Information Privacy Principle’ has the same meaning as in the *Information Privacy Act 2009 (Qld)*;

‘Intellectual Property’ – means all intellectual property rights, whether created before or after the Start Date, including copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeders rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, but excludes moral rights.

‘Machinery of Government Change’ means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001 (Qld)* or other Queensland legislation;

‘Milestone Date’ means the date by which the Milestone Deliverable must be achieved, as set out in Schedule 3;

‘Milestone Deliverable’ means the performance criteria and deliverables which must be achieved and provided before the corresponding instalment of Funding will be paid, as set out in Schedule 3;

‘Participant’ means a participant identified in Item 8 of Schedule 1;

‘Party’ means a party to this Agreement, and Parties means both of them;

‘Payment Claim’ means a valid Tax Invoice for an instalment amount as set out in Schedule 3;

‘Program’ means the Queensland-Chinese Academy of Sciences Collaborative Science Fund program;

‘Program Guidelines’ means the program guidelines attached as Schedule 7;

‘Progress Report’ means a report presented in the template format available online at the Department’s Smartygrants website, as may be amended from time to time, and otherwise which includes the material specified in Item 1 of Schedule 5;

‘Project’ means the project described in Items 1 and 2 of Schedule 1;

‘Project Intellectual Property’ means the Intellectual Property created or developed by the Recipient and/or the Participants during the course of, or as an outcome of the Project, excluding copyright in Reports;

‘Proposal’ means the application submitted by the Recipient to the Department that formed the basis of the approval for the provision of Funding for the Project attached as Schedule 6 (or as otherwise agreed to by the Department in accordance with clauses 4 or 7);

‘Public Statement’ means any statement or address by the Recipient or on the Recipient’s behalf in relation to the Project which is intended for the public domain, including:

- (a) media releases about the Project;
- (b) discussions about the Project with journalists;
- (c) presentations at conferences about the Project;
- (d) promotional and advertising material; and

- (e) any recording or publication resulting from the Project (including, without limitation, reprints) which is intended to be distributed into the public domain;

‘Record’ means any agreement, report, Book of Account, transaction record and operating record relating to the Project; including all information and material necessary to prepare a Report or Payment Claim;

‘Report’ means a Progress Report, a Final Report or an Update Report as referred to in Schedule 5;

‘Representative’ means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a party;

‘Research Program’ means the project plan including the Project activities and expected outcomes set out in Schedule 2;

‘Special Condition’ means any special condition forming part of this Agreement as set out in Item 10 of Schedule 1;

‘Specified Personnel’ means those person identified as such in Item 9 of Schedule 1;

‘Start Date’ means the date this Agreement is signed by the last Party to sign this Agreement;

‘Tax Invoice’ means the same as that term is defined in the GST Legislation;

‘Term’ means the term of this Agreement as defined in Clause 3;

‘Unlawful’ means any act or omission (including wilful misconduct) which is not authorised justified or excused by Any Law; and

‘Update Report’ means a report presented in a format notified by the Department to the Recipient in writing from time to time, which includes the material specified in Item 3 of Schedule 5.

1.2 In this Agreement:

- (a) a reference to an individual or person includes a corporation or other legal entity or, where a person is nominated, the individual occupying that position;
- (b) words importing a gender include any other gender;
- (c) words in the singular include the plural and vice versa;
- (d) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement;
- (e) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (f) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (g) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (h) a reference to any government department or entity includes any successor or replacement government entity;
- (i) unless stated otherwise, a reference to a schedule is referring to a schedule to this Agreement; and

- (j) the Parties must, in fulfilling their obligations and exercising their rights under this Agreement, act reasonably and in a timely manner.

2. SPECIAL CONDITIONS

- 2.1 The Parties agree to be bound by the Special Conditions (if any) set out in Item 10 of Schedule 1.

3. TERM

- 3.1 This Agreement starts on the Start Date and ends on the End Date.

4. PROVISION OF FUNDING

Funding Instalments

- 4.1 The Department shall pay the Funding to the Recipient for the Project at the times and in the amounts set out in Schedule 3, subject to:

- (a) the Recipient's compliance with the terms of this Agreement;
- (b) Clause 4.2;
- (c) the completion of the relevant Project activities set out in Schedule 2 and referable to the relevant Milestone Deliverables set out in Schedule 3; and
- (d) within a reasonable time of receiving a valid Payment Claim.

- 4.2 If, in the Department's reasonable opinion, the Recipient has:

- (a) failed to carry out the Project;
- (b) expended the Funding otherwise than in accordance with the Agreement;
- (c) changed any part of the Project other than in accordance with this Agreement;
- (d) failed to comply with Any Law; or
- (e) not provided any information or Reports as required by this Agreement or as requested by the Department pursuant to this Agreement; or
- (f) otherwise failed to comply with an obligation under this Agreement,

then the Department may suspend payment of all or part of the Funding to the Recipient for a period of time and on specified conditions as notified by the Department, until the Department's conditions are met to its reasonable satisfaction.

- 4.3 The Recipient agrees to spend the Funding only for the purpose of undertaking the Project and in accordance with this Agreement.
- 4.4 If any of the Funding has been spent other than in accordance with this Agreement or any amount of the Funding is additional to the requirements of the Project, the Recipient agrees to repay that amount to the Department.
- 4.5 The amount to be repaid under clause 4.4 may be deducted by the Department from subsequent payments of the Funding.

Effect of breach on payment of instalments

- 4.6 If the Recipient breaches any of the terms of this Agreement, the Department may do any or all of the following:

- (a) not pay the Recipient any Funding until the breach is remedied to the satisfaction of the Department;
- (b) by notice in writing to the Recipient, require the Recipient to repay:
 - (i) any Funds that are unspent;
 - (ii) any Funds that have been spent otherwise than in accordance with the terms of this Agreement; and
 - (iii) the amount of the Funds which exceeds the total cash Contributions that have been made by the Recipient and the Participants to the Project as at the date of the notice;
- (c) vary the amount of Funding for the Project, or the amount of the Funding instalments; and
- (d) terminate the Agreement in accordance with Clause 16 if the provisions of that clause have been satisfied.

4.7 The Department may, in its absolute discretion, defer or reduce payment of a Funding instalment where a Report reveals that the Recipient holds unspent Funds. The Department will pay the amount of a Funding instalment deferred or reduced pursuant to this clause within a reasonable time of the Department receiving from the Recipient evidence of expenditure of the unspent Funds in the form of an official financial acquittal statement.

4.8 The Department's obligation to pay an instalment of Funding is subject to all information contained in the Proposal and all Reports being complete, accurate and not misleading, and all Reports being completed to the satisfaction of the Department.

Payment is not an admission

4.9 Any payment to the Recipient by the Department:

- (a) will not constitute an admission or acceptance by the Department that the Recipient has complied with its obligations under this Agreement; and
- (b) will not release the Recipient from its obligations under this Agreement, and the Department reserves its rights in this regard.

No further obligation

4.10 The Recipient acknowledges that the Department is under no obligation to provide additional funding for the Project, unless the Department in its absolute discretion determines otherwise.

5. PAYMENT CLAIMS AND REPORTS

5.1 The Recipient must give the Department a Payment Claim for each Milestone Deliverable in Schedule 3 (for which a Funding instalment is payable under Clause 4) by no later than the Milestone Date.

5.2 The Recipient must give to the Department:

- (a) a Progress Report:
 - (i) for each Milestone Deliverable in Schedule 3, which requires a Progress Report to be submitted, no later than the relevant Milestone Date;
 - (ii) at any other time during the Term of the Agreement, within 20 Business Days of a

written request from the Department for a Progress Report; and

(b) a Final Report on or before the relevant Milestone Date specified in Schedule 3.

5.3 At any time after the End Date until the second anniversary from the End Date, the Department may request (in writing) that the Recipient provide an Update Report. The Department can only exercise its right to make a request for an Update Report under this clause once during the period referred to in this clause.

5.4 The Recipient shall provide an Update Report within 40 Business Days of receiving the written request from the Department.

5.5 If the Department is not satisfied with a submitted Report, the Department may require the Recipient to provide further information about any matter relating to the Report or to update and resubmit the Report, within 20 Business Days of receiving the Department's request.

5.6 If the Department requests further information from the Recipient about any matter relating to a Payment Claim, the Recipient must provide that information within 20 Business Days of receiving the Department's request.

6. GST

6.1 In this clause 6:

(a) words or expressions used that are defined in the GST Act have the same meaning as defined in that Act, unless the context suggests otherwise;

(b) "GST" and "GST Act" have the meaning specified in clause 1.1; and

(c) a reference to GST payable or input tax credit entitlement includes GST payable by, or input tax credit entitlement of, the representative member of any GST group of which that party is a member.

6.2 Unless otherwise expressly stated, all consideration to be provided under this Agreement is exclusive of GST.

6.3 If a payment of Funding under this Agreement is consideration for a taxable supply under or in connection with this Agreement, the Department will pay to the Recipient an additional amount equal to the GST payable by the Recipient on that taxable supply, subject to the Recipient first submitting to the Department a valid tax invoice in respect of that taxable supply.

6.4 If, for any reason, including:

(a) any amendment to the GST Act;

(b) the issue of a ruling or advice by the Commissioner of Taxation;

(c) a refund to the Department or to the Recipient in respect of a supply made under this Agreement;

or

- (d) a decision of any tribunal or court,

the GST amount recovered by the Recipient differs from the GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the Department as the case may be.

- 6.5 If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an input tax credit (or would have been entitled to an input tax credit if that party had done all things necessary to obtain an input tax credit).
- 6.6 The Department may withhold the payment of any Funding under this Agreement until:
- (a) the Recipient has given the Department evidence of the Recipient's GST registration (if the Recipient is required to be registered under the GST Act) and Australian Business Number;
 - (b) the Recipient has issued a tax invoice to the Department for the amount of the payment; and
 - (c) the parties have satisfied any other condition required by law to be satisfied before the Department can provide the Funding or to ensure the Department does not become liable for any taxes or charges for which the Recipient is primarily liable.
- 6.7 If the Recipient does not provide to the Department an Australian Business Number or such other information as required by law, the Department may withhold an amount from any payment as required under taxation legislation.

7. RECIPIENT'S OBLIGATIONS

Conduct of Project

- 7.1 The Recipient must:
- (a) conduct the Project substantially in accordance with the Research Program (the timing and output of the Project activities) and the Proposal;
 - (b) provide the information required pursuant to Schedule 3 and Schedule 5 for each Payment Claim;
 - (c) exercise due care and skill in carrying out the Project;
 - (d) achieve and deliver each Milestone Deliverable by the relevant Milestone Date;
 - (e) complete the Project by or before the Project Completion Date
 - (f) take all reasonable steps to minimise delay in completing the Project;
 - (g) ensure that the Project, Recipient and Participants remain eligible according to the eligibility criteria in the Program Guidelines, throughout the Term of the Agreement;
 - (h) ensure that the Recipient and each Participant provides the Contributions to the Project in

accordance with the Contribution Table;

- (i) ensure that the Contributions made by the Recipient and the Participants to the Project throughout the Term of the Agreement comply with the funding principles in the Program Guidelines and are supplied substantially in accordance with the budget in the Proposal;
- (j) spend the Funds and ensure that the Contributions of the Recipient and each of the Participants are applied:
 - (i) only on Eligible Project Costs incurred on or after the Start Date; and
 - (ii) substantially in accordance with the budget in the Proposal;
- (k) comply with:
 - (i) the terms and conditions of this Agreement;
 - (ii) applicable laws and regulations;
 - (iii) standards of professional care and diligence of the industry to which the Recipient belongs; and
 - (iv) the Department's reasonable requests, directions and requirements made in accordance with this Agreement, to the Department's reasonable satisfaction;
- (l) communicate with and provide information to the Department's officers as reasonably required by the Department.

Specified Personnel

7.2 The Recipient must ensure that the Specified Personnel carry out the Project throughout the Term.

7.3 The Recipient may replace the Specified Personnel during the Term without the approval of the Department, provided that the Recipient:

- (a) ensures that any such replacement personnel have the time commitment, qualifications and competency to carry out the Project;
- (b) ensures that any such replacement personnel have similar expertise and ability to those of the Specified Personnel they are to replace; and
- (c) notifies the Department in writing within 15 Business Days of the name and qualifications of the person(s) replacing the Specified Personnel.

7.4 The Recipient must ensure:

- (a) each Participant complies with the terms of this Agreement to the extent they apply to the Participant's Project activity or Contribution, as if the Participant was the Recipient;
- (b) each Participant remains eligible to participate in the Project according to the eligibility criteria in the Program Guidelines, throughout the Term of the Agreement;
- (c) each Participant notifies the Recipient of any Conflict of Interest affecting the Participant or its personnel, and that the Recipient and Participant deal with and resolve any Conflict in Interest in accordance with clause 18.6;

- (d) any agreement entered into between the Recipient and a Participant in relation to the Project, does not prevent the Recipient from complying with its obligations under this Agreement.

7.5 The Recipient is not relieved of its obligations to meet each Milestone Deliverable and continue the Project, if:

- (a) a Participant's fails to provide their Contribution by a relevant due date; or
- (b) a Participant's withdraws from the Project, or does not participate in the Project.

7.6 The Recipient is and remains wholly responsible and liable for the performance of its obligations under this Agreement.

Obligation to notify

7.7 The Recipient must notify the Department within 10 Business Days of becoming aware of any of the following developments:

- (a) a breach by the Recipient of any provision of this Agreement;
- (b) a change of or cessation of work by a Specified Personnel;
- (c) the Recipient being approved to receive financial assistance for the Project from another Commonwealth, State or Territory government source or agency, including the amount of the funding and the name of the program under which it was provided; or
- (d) any other change which will materially affect the outcome of the Project or the Recipient's continuing eligibility under the Program Guidelines.

7.8 The Recipient agrees to take all necessary measures to manage and mitigate potential risks associated with the Project. This includes, but is not limited to, ensuring that only publicly available biobank data and/or partner data are used, thereby limiting the collection or analysis of data from the Australian population. The Recipient further agrees to participate in relevant Australian Government briefings as required.

8. RECORDS

8.1 The Recipient must hold the Funding in an account in the Recipient's name, and ensure all Funding income and expenditure related to the Project is able to be separately identified in the Recipient's accounts.

8.2 The Recipient agrees to maintain complete and accurate Records for the Project including, without limitation:

- (a) records that allow the audit of all Project costs (including Eligible Project Costs) incurred by the Recipient;
- (b) records that show any funding made available to the Project (including the source, amount and timing of such funds);

- (c) records that track the Project activities and expected outcomes and all steps undertaken by the Recipient for the purposes of meeting its obligations under this Agreement; and
- (d) any other records relating to the Project which are reasonably required by the Department from time to time.

8.3 The Recipient must provide any Record, or other information relevant to the Project, to the Department within 20 Business Days of being requested to do so.

8.4 The Recipient must, if requested to do so by the Department and at its own expense:

- (a) have its Books of Account audited at the end of the Recipient's financial year; and
- (b) provide a copy of its audited Books of Account to the Department within 80 Business Days of the Recipient's end of financial year.

8.5 The Recipient must allow the Department, its employees, agents and contractors, access to the Recipient's premises at a mutually agreeable time (but not later than 20 Business Days after receiving written notice from the Department that such access is required) to enable the Department and its employees, agents and contractors to:

- (a) inspect and copy any Records;
- (b) examine and inspect the performance of the Project; and
- (c) discuss with the Recipient, any matter pertaining to the Project and/or the Recipient's compliance with its obligations under this Agreement.

8.6 When accessing premises and/or records in accordance with Clause 8.5, the Department will use its best endeavours to minimise interference to the Recipient's employees and the conduct of the Project, and will comply with all reasonable security and workplace health and safety requirements.

9. CONFIDENTIAL INFORMATION

9.1 Subject to Clause 9.2, a Party must not:

- (a) disclose Confidential Information to a third party;
- (b) use or disclose any Confidential Information provided under this Agreement other than for the purpose for which it is originally disclosed.

9.2 A Party may disclose Confidential Information:

- (a) with the other Party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with Any Law, or a requirement of a regulatory body (including any relevant stock exchange);
- (e) to the extent necessary to exercise its rights under this Agreement;
- (f) to the extent necessary to enforce its rights or defend a claim or action under this Agreement; or
- (g) where the disclosing Party is the Department:

- (i) to the responsible Minister administering the Department and their personal and departmental advisers;
- (ii) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland;
- (iii) any Commonwealth department, Queensland Government department, agency, authority or Minister; or
- (iv) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

9.3 The Recipient agrees that the Department may publicly disclose:

- (a) the name of the Recipient and the Participants;
- (b) details of the Project, subject to:
 - (i) such disclosure not infringing the rights of the Recipient and the Participants in regard to Background Intellectual Property and Project Intellectual Property; and
 - (ii) any other commercial sensitivities which are notified by the Recipient to the Department, to be determined in consultation with the Recipient prior to such disclosure;
- (c) details of the Funding provided under this Agreement;
- (d) photos and videos provided pursuant to clause 25; or
- (e) any information which is required to be disclosed under Any Law.

10. ACKNOWLEDGEMENT OF ASSISTANCE

10.1 The Recipient agrees to acknowledge the Department's support in material published in connection with the Project.

10.2 The Parties agree keep each other informed of, and make their officers available for, media opportunities in relation to the Project and the Program.

10.3 The Recipient must, in making any Public Statement about the Project (whether during the Term of this Agreement or after its expiry), include an acknowledgement of the Program and the Funding received from the Department.

10.4 The Recipient must notify the Department prior to finalising the following types of Public Statement:

- (a) media statement about the Project; or
- (b) discussions about the Project with television or newspaper journalists.

The Department at its discretion may elect to participate in the Public Statement opportunity.

10.5 The Recipient will not represent, claim or hold out in any way that the Department is a party to the delivery of the Project, other than as a financial contributor.

11. ETHICAL PRACTICES

11.1 The Recipient, in undertaking the Project, must ensure, where relevant, that it:

- (a) complies with the National Health and Medical Research Council guidelines;
- (b) complies with all applicable ethical Codes (including the Code of Ethical Practice for Biotechnology in Queensland if the Project involves biotechnology);
- (c) clears the activities it undertakes in connection with the Project with all relevant ethical

committees prescribed by the Recipient's research rules;

- (d) does not undertake any activity with any party that the Recipient becomes aware of that does not comply with Clause 11; and
- (e) whenever reasonably required by the Department, promptly furnish to the Department a written certification of compliance with the requirements of this clause.

12. DISCLAIMER, RELEASE AND INDEMNITY

- 12.1 The Recipient carries out the Project entirely at its own risk. To the full extent permitted by Any Law, the Recipient releases the Department and its Representatives from all Claims arising from or in connection with this Agreement or the Project (except for payment of Funding amounts payable in accordance with and subject to the terms of this Agreement).
- 12.2 The liability of the Department in connection with this Agreement is limited in the aggregate to the amount of the Funding.
- 12.3 The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, profit, anticipated savings, business, opportunity, data, goodwill, reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this Agreement.
- 12.4 To the full extent permitted by Any Law, the Recipient is liable for and indemnifies the Department and its Representatives from and against any Claim which may be brought against, made upon or incurred by the Department, which arises directly or indirectly in connection with:
- (a) any breach of this Agreement by the Recipient or its Representatives;
 - (b) any negligent or Unlawful act or omission by the Recipient or its Representatives, or by a Participant or its Representatives, in relation to the performance of the Project;
 - (c) the Recipient's performance of this Agreement;
 - (d) personal injury (including sickness and death) or property damage or loss in connection with the performance or breach of this Agreement; or
 - (e) any infringement (or alleged infringement) of Intellectual Property rights or Moral Rights of any person arising in relation to the Project Intellectual Property, Reports, or Recipient's Background Intellectual Property in connection with this Agreement.
- 12.5 The Recipient's liability to indemnify the Department under clause 12.4 will be reduced proportionally to the extent that any negligent or Unlawful act or omission or breach of this Agreement by the Department caused the loss or liability.
- 12.6 The indemnity granted in clause 12.4 is in addition to and not exclusive of any other remedies the Department may have against the Recipient at law. It is not necessary for the Department to incur expense or to make a payment before enforcing a right of indemnity conferred by this Agreement.

13. INSURANCE

- 13.1 The Recipient will take out and maintain the insurances identified in Item 6 of Schedule 1 of this

Agreement throughout the Term of this Agreement.

- 13.2 The Recipient must give copies of the certificates of currency for the insurance policies required by Clause 13.1 to the Department within 20 Business Days of a written request by the Department to do so.

14. DELAY

- 14.1 If the Recipient becomes aware that:

(a) it will not be able to achieve a Project activity in the Research Program by its corresponding due date; or

(b) the progress of the Project will be substantially delayed,

for reasons other than a Force Majeure Event, the Recipient must provide the Department with a written notice within 5 Business Days of becoming so aware.

- 14.2 The written notice provided under Clause 14.1 by the Recipient must describe the reasons for the delay.

- 14.3 Within 20 Business Days of becoming aware that a Project activity in the Research Program will not be met or that there will be a substantial delay to the Project, the Recipient must notify the Department of the impact of the delay on the progress of the Project, the actions (if any) it has taken or intends to take to address the cause of the delay and, if applicable, the projected date by which the Project activity will be achieved.

- 14.4 Nothing in this Clause 14 shall affect the right of the Department to terminate this Agreement if the Recipient fails to conduct the Project substantially in accordance with the Research Program (the timing and output of the Project activities) and the Proposal.

15. FORCE MAJEURE

- 15.1 If a Party is prevented from performing its obligations (other than to pay money) because of a Force Majeure Event, the affected Party must:

(a) notify the other Party as soon as possible after the Force Majeure Event occurs; and

(b) do all things necessary to mitigate and/or remove the effects of the Force Majeure Event.

- 15.2 Notice of a Force Majeure Event must include:

(a) the full particulars of the Force Majeure Event;

(b) the effect of the Force Majeure Event on the affected Party's performance of their obligations;

(c) the anticipated period for which the Force Majeure Event will continue; and

(d) the action the affected Party intends to take (if any) to mitigate or remove the effect of the Force Majeure Event.

- 15.3 Subject to clauses 15.1 and 15.2 the performance obligations of both Parties under this Agreement are suspended until such time as a Force Majeure Event ends.

- 15.4 Either Party may terminate this Agreement if the affected Party is prevented from or delayed in performing their obligations because of a Force Majeure Event continuing for at least 20 Business Days.

16. TERMINATION

16.1 If, in the Department's reasonable opinion, the Recipient:

- (a) has failed to commence, continue or has abandoned the Project;
- (b) has expended the Funding otherwise than in accordance with the Agreement;
- (c) has changed any part of the Project other than in accordance with this Agreement;
- (d) has failed to make its Contribution, or ensure that Participants make their Contribution to the Project;
- (e) has failed to comply with Any Laws;
- (f) has not provided information or Reports as required by this Agreement or as requested by the Department pursuant to this Agreement;
- (g) is (or one of its personnel is) affected by an unresolved Conflict of Interest, or a Participant is, (or one of its personnel is) affected by an unresolved Conflict of Interest;
- (h) is no longer eligible, or the Project becomes no longer eligible under the Program Guidelines;
- (i) has one of its Participants become no longer eligible under the Program Guidelines;
- (j) otherwise failed to comply with an obligation under this Agreement,

then the Department may suspend payment of all or part of the Funding to the Recipient for a period of time and on specified conditions as notified by the Department, until the Department's conditions are met to its reasonable satisfaction.

16.2 The Department may immediately terminate this Agreement by notice in writing if the Recipient:

- (a) commits a breach of this Agreement where the Department reasonably considers the breach is not capable of remedy;
- (b) has submitted information in support of the Project or a Payment Claim which is found to have been false or misleading in a material particular;
- (c) has failed to maintain satisfactory progress towards completion of the Project;
- (d) commits a breach which is capable of being remedied, but the Recipient fails to remedy the breach within 10 Business Days after receiving a notice to remedy the breach from the Department specifying the breach;
- (e) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors or come under any form of external administration;
- (f) fails to resolve a Conflict of Interest in accordance with clause 18;
- (g) is subject to a Force Majeure Event continuing for at least 20 Business Days; or
- (h) withdraws from or refuses or fails to continue with the Project, without sufficient justification (in the opinion of the Department acting reasonably).

16.3 The Recipient may terminate this Agreement by notice in writing to the Department:

- (a) at any time before the first Milestone Date, where no Funding has been paid or is payable on or before the termination; or
- (b) upon the Department committing a breach of this Agreement and:
 - (i) the Recipient reasonably considers the breach is not capable of being remedied; or
 - (ii) the breach is capable of being remedied, but the Department fails to remedy the breach within 20 Business Days after receiving a notice to remedy the breach from the Recipient specifying the breach.
- (c) if the Department is subject to a Force Majeure Event continuing for at least 20 Business Days.

16.4 The Department is not required to pay any Funding to the Recipient if this Agreement is terminated under Clause 16.3 (a).

16.5 The Department may at any time, by 45 Business Days' written notice, terminate this Agreement for convenience, including for a Machinery of Government Change.

17. RIGHTS ON TERMINATION

17.1 On receipt of a notice of termination under this Agreement:

- (a) each party must take all available steps to minimise any loss resulting from the termination; and
- (b) the Recipient must immediately stop carrying out its obligations in relation to the Project activity as specified in the notice.

17.2 Termination of this Agreement will not affect any Claim or action either Party may have against the other by reason of any prior breach of this Agreement and will not relieve either Party of any obligation under this Agreement which is expressed to continue after termination.

17.3 If this Agreement is terminated by the Department under Clause 16.3(b) or 16.5, the Recipient will be entitled to reasonable costs (if any) that have been incurred by the Recipient as a direct result of the termination of the Agreement and which the Recipient cannot recoup or avoid and can be substantiated to the Department's satisfaction. The Parties agree to negotiate the amount of the reasonable costs in good faith, and in the event that the Parties cannot reach agreement, the Department may determine the reasonable costs in its absolute discretion.

17.4 Within 20 Business Days of the termination or expiry of this Agreement, the Recipient must deliver to the Department:

- (a) all Reports and documents due under this Agreement as at the date of termination or expiration;
- (b) a Final Report to the Department.

17.5 At any time after the Agreement End Date or date of termination of this Agreement (as applicable), the Department may (by written notice) require the Recipient to repay:

- (a) any unspent Funding as at the Agreement End Date or date of termination (as applicable);
- (b) any Funding not spent in accordance with the terms of this Agreement;
- (c) the amount by which the Funding paid exceeds the cash Contributions made by the Recipient

and Participants as at the date of termination; and

- (d) where the Agreement is terminated pursuant to Clause 16.2, any Funding paid up to the date of termination.

17.6 Any amount payable by the Recipient under Clause 4.4, 4.6 or Clause 17.5 is a debt due to the Department (without further proof of the debt being necessary), payable within 20 Business Days of the notice given under the relevant clause.

17.7 For the avoidance of doubt, the amount payable by the Department pursuant to Clause 17.3 in addition to Funding paid, will not exceed the maximum Funding payable pursuant to this Agreement.

18. REPRESENTATIONS OF RECIPIENT & CONFLICTS OF INTEREST

18.1 The Recipient represents and warrants to the Department that:

- (a) the representations and information contained in the Recipient's Proposal are true, correct and do not contain any material omissions;
- (b) the Recipient is aware that the Department has relied on the representations and information contained in the Proposal; and
- (c) if at any time the Recipient's becomes aware that representations or information contained in the Proposal is no longer true and correct, or does contain a material omission, the Recipient will immediately notify the Department in writing.

18.2 The Recipient warrants that, to the best of its knowledge and belief after making diligent inquiries, at the time of submitting the Proposal, neither it nor its personnel have or are likely to have a Conflict of Interest in the performance of this Agreement.

18.3 The Recipient must take all reasonable measures to ensure it does not engage in any activity or obtain any interest in conflict with performance of this Agreement.

18.4 The Recipient must ensure each Participant takes all reasonable measures to ensure it and its personnel, do not engage in any activity or obtain any interest in conflict with the performance of this Agreement.

18.5 If a Conflict of Interest arises in respect of the Recipient or its personnel, whether actual or perceived, the Recipient undertakes to immediately notify the Department and promptly consult with the Department to agree steps to resolve or otherwise deal with the Conflict of Interest. The Recipient must carry out the agreed steps within a reasonable timeframe to resolve the Conflict of Interest. If the Recipient fails to notify or consult with the Department or carry out the agreed steps within a reasonable timeframe, or the Conflict of Interest is not capable of resolution, the Department may suspend or terminate this Agreement in accordance with Clause 16.

18.6 If the Recipient is notified of or becomes aware of a Conflict of Interest, in respect of a Participant or its personnel, whether actual or perceived, the Recipient undertakes to immediately notify the Department and promptly consult with the Department to agree steps to resolve or otherwise deal with the Conflict of Interest. The Recipient must carry out and/or ensure the Participant carries out

the agreed steps within a reasonable timeframe to resolve the Conflict of Interest. If the Recipient fails to notify or consult with the Department or to carry out (or ensure the Participant carries out) the agreed steps within a reasonable timeframe, or the Conflict of Interest is not capable of resolution, the Department may suspend or terminate this Agreement in accordance with Clause 16.

19. SURVIVAL OF CLAUSES

19.1 The following clauses will survive termination or expiration of this Agreement:

- (a) Clause 1 (Definitions and Interpretation);
- (b) Clause 5.3-5.6 (Update Report);
- (c) Clause 6 (GST);
- (d) Clause 8 (Records);
- (e) Clause 9 (Confidential Information);
- (f) Clause 10 (Acknowledgement of Assistance);
- (g) Clause 12 (Disclaimer, Release & Indemnity);
- (h) Clause 13 (Insurance);
- (i) Clause 16.4 (Termination)
- (j) Clause 17 (Rights on Termination);
- (k) Clause 19 (Survival of Clauses);
- (l) Clause 22 (Privacy Obligations);
- (m) Clause 23 (Notices);
- (n) Clause 24 (Variation and Precedence of Documents);
- (o) Clause 25 (Intellectual Property);
- (p) Clause 26 (General Provisions); and
- (q) Special Conditions.

20. DISPUTE RESOLUTION

20.1 Subject to Clause 20.3, the Parties will adhere to the following procedure in relation to Disputes, prior to the commencement of legal proceedings or other external dispute resolution procedure:

- (a) The Contact Officer for a Party may notify the other Party in writing of the occurrence of a dispute including its relevant details (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
- (b) If the Contact Officers are unable to resolve the dispute within 15 Business Days from the

receipt of the Dispute Notice, the dispute will be referred for resolution to:

- (i) for the Recipient, the chief executive officer (or equivalent); and
- (ii) for the Department, a member of senior management or their authorised delegate.
- (c) If the dispute is not resolved within 30 Business Days after its referral to the representatives of each of the Parties listed in Clause 20.1(b), either Party may refer the dispute to a mediator agreed by the Parties with costs to be shared equally between the Parties.
- (d) If the Parties cannot agree upon a mediator, either Party may request the President of the Australian Disputes Centre to nominate a mediator.
- (e) If the dispute is not resolved within 30 Business Days after its referral to a mediator in accordance with Clause 20.1(c), or within any extended time agreed to by the Parties in writing, the mediation must cease and either Party may commence legal proceedings.

20.2 Nothing in this clause prevents either Party from commencing court proceedings relating to any dispute at any time where that Party seeks urgent interlocutory relief, or if an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Recipient or Participants.

20.3 Despite the existence of a dispute, the Recipient must (unless requested in writing by the Department not to do so) continue to perform its obligations under this Agreement.

21. AGREEMENT MANAGEMENT

21.1 The Parties nominate the persons identified in Item 7 of Schedule 1 as the Contact Officers for the day to day management of this Agreement.

21.2 A Party may change its Contact Officer for the Agreement by notice to the other Party.

22. PRIVACY OBLIGATIONS

22.1 It is not intended that the Parties will provide information containing Personal Information however where this is necessary, or Personal Information is incorporated in the information being shared for the Project, this Clause 22 applies. In this Agreement:

- (a) the terms 'Personal Information', 'agency' and 'Information Privacy Principles' (**IPPs**) have the same meaning as they have in the *Information Privacy Act 2009* (Qld).

22.2 Each Party agrees in undertaking the Project and receiving any Personal Information sourced from or disclosed by the other Party, a Participant, or other person:

- (a) to collect Personal Information, and to use or disclose Personal Information obtained during the Project only for the Project;
- (b) not to do any act or engage in any practice that would breach an IPP contained in *Schedule 3* of the *Information Privacy Act*, which if done or engaged in by an agency, would be a breach of that IPP;
- (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under

the *Information Privacy Act*;

- (d) to comply with Chapter 2 Part 3 of the *Information Privacy Act* if transfer of Personal Information outside Australia is contemplated or necessary for the Project;
- (e) to immediately notify the other Party if the Party becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this Clause 12; and
- (f) to ensure that any personnel of the Party who is required to deal with Personal Information for the purposes of this Agreement is made aware of the obligations of the Party set out in this Clause 22.

23. NOTICES

23.1 Any notice or other communication to be given under this Agreement must be in writing and sent to the respective addresses set out in Item 7 of Schedule 1.

23.2 Notices will be deemed to have been given:

- (a) if mailed – 5 Business Days after posting;
- (b) if delivered – on the date of delivery; or
- (c) if emailed – on the date that receipt of the email is acknowledged as received by the addressee,

except that a notice that is delivered or emailed after 5:00 pm on any day, will be deemed to be received on the next Business Day.

24. VARIATION AND PRECEDENCE OF DOCUMENTS

24.1 This Agreement may only be varied by agreement in writing signed by both Parties.

24.2 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence:

- (a) the Special Conditions in Item 10 of Schedule 1;
- (b) the terms and conditions contained in the clauses of the Agreement;
- (c) the schedules (excluding the Program Guidelines and Proposal);
- (d) the Program Guidelines; and
- (e) the Proposal.

25. INTELLECTUAL PROPERTY

25.1 Nothing in this Agreement affects a Party's Background Intellectual Property rights.

25.2 Subject to Clause 25.4, all rights in and to the Project Intellectual Property shall vest in the Recipient.

25.3 The Department hereby expressly disclaims any legal or equitable interest in the Project Intellectual Property.

25.4 Intellectual Property rights in Reports vest upon creation in the Department.

25.5 The Recipient will use its best endeavours, and ensure Participants use their best endeavours, to obtain from relevant personnel a moral rights consent in relation to Reports, necessary for the

Department's use of the Reports.

- 25.6 The Recipient grants to the Department a perpetual, non-exclusive, royalty-free licence (including right of sublicense) to use, adapt, reproduce, publish and exploit any photos and videos produced by or on behalf of the Recipient for publicity or media purposes, for the purposes of this Agreement and for any related purpose.
- 25.7 The Recipient expressly consents, and will ensure that its employees provide express written consent, to the exercise of rights by the Department as contemplated in Clause 25.6, in relation to the personal information and likeness of the Recipient and/or its employees comprised in any photos and videos.
- 25.8 The Recipient will use reasonable endeavours to obtain the express written consent of any other person or third party, to the exercise of rights by the Department as contemplated in Clause 25.6, in relation to the personal information and likeness of the other person or third party comprised in any photos and videos.
- 25.9 Upon request by the Department, the Recipient must promptly provide copies of the express written consents obtained pursuant to Clause 25.7 and 25.8.

26. GENERAL PROVISIONS

- 26.1 **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties and supersedes all communications and negotiations (oral and written) between the Parties.
- 26.2 **No Assignment** – The Recipient may not assign the Agreement or any of the benefits or obligations under the Agreement without the prior written consent of the Department.
- 26.3 **Subcontracting** – The Recipient may not subcontract any part of its obligations under this Agreement without the prior written consent of the Department.
- 26.4 **Relationship** – The Parties agree that no employment relationship, agency or partnership exists between the Department and the Recipient.
- 26.5 **Jurisdiction** – This Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the jurisdiction of the courts of the State of Queensland.
- 26.6 **Waiver** – No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving Party. A failure by a Party to enforce at any time any provision of this Agreement will not constitute a waiver of the Party's rights in respect of the provision.
- 26.7 **Compliance with laws** – The Recipient and all Participants must comply with all relevant laws that may be applicable to its activities, including the *Biodiscovery Act 2004*.
- 26.8 **Costs** - The Parties will pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution and stamping of this Agreement.
- 26.9 **Time** - Any act, matter or thing required under this Agreement to be done on a day which is not a Business Day must be done on the next succeeding Business Day.
- 26.10 **Corporate Existence** – The Recipient must notify the Department within 30 Business Days of when it becomes aware of any actual or proposed change in control of the Recipient.

27. COUNTERPARTS

- 27.1 This Agreement may be executed in two (2) counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument.
- 27.2 Delivery of an executed counterpart by email delivery in portable document form (PDF) shall be equally effective as delivery of a manually executed counterpart thereof.

SCHEDULE 1 – PROJECT DETAILS

1.	Project title: (clause 1.1)	insert details
2.	Project Description: (clause 1.1)	insert details
3.	Start Date:	The date this Agreement is signed by the last Party to sign this Agreement.
4.	End Date: (clause 1.1)	The earlier of: (a) three months after the Final Report Milestone Date; or (b) three calendar months after the date of submission of the Final Report by the Recipient.
5.	Amount of Funding: (clause 1.1)	insert amount and whether GST exclusive or inclusive
6.	Insurance cover: (clause 13)	- Public liability insurance for the amount of \$20,000,000, in respect of each claim. - Workers' compensation insurance for the Recipient's employees in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003 (Qld)</i>, as amended 29 October 2013. - General insurance in respect of all property (in which the Recipient has an insurable interest) for the full reinstatement value, that is used in connection with the Project, including all buildings, fixtures and fittings and contents contained thereon or therein, against all loss and damage caused by or resulting from accident, fire, theft, malicious damage or storms and any other insurable risk which property of a similar nature is commonly insured against. - Professional indemnity insurance for the amount of \$10,000,000, in respect of each claim, covering the Recipient and its employees.
7.	Contact Officers: (clause 21.1)	For the Department: Executive Director, Science Development & Office of the Queensland Chief Scientist, Science Division Department of the Environment, Tourism, Science and Innovation Level 3, EcoSciences Precinct Block B 41 Boggo Road, Dutton Park QLD 4102 GPO BOX 2454, Brisbane QLD 4001 Telephone: (07) 3330 6360 grantsadministration@detsi.qld.gov.au For the Recipient: insert details
8.	Participants:	insert details

	(clause 1.1)	
9.	Specified Personnel: (clause 7.2)	insert details
10.	Special Conditions: (clause 2)	1. Export Permits 1.1 The Recipient must obtain and maintain all export permits (if any) required under the Customs Act 1901 (Cth) and other relevant export controls legislation, necessary for the performance of this Agreement and Project. 1.2 In the event the Recipient does not comply or is unable to comply with Special Condition 1.1, the Department may suspend or terminate this Agreement in accordance with clause 16.1 or 16.2. 2. Foreign Interference Guidelines 2.1 The Recipient agrees to comply with the University Foreign Interference Taskforce - Guidelines to counter foreign interference in the Australian university sector, published by the Commonwealth government, in the performance of the Project and this Agreement. 3. Agreement subject to foreign relations legislation 3.1 The Parties acknowledge that this Agreement is a subsidiary arrangement under a core foreign arrangement as defined in <i>Australia's Foreign Relations (State and Territories Arrangements) Act 2020</i> (Cth) ("the AFR Act"). 3.2 The Parties acknowledge that this Agreement is subject to the AFR Act. In particular, the Parties acknowledge that the Minister administering the AFR Act may make a declaration that this Agreement or the core foreign arrangement the Agreement is formed under is: (a) invalid and unenforceable; or (b) required to be varied or terminated. 3.3 In the event of a declaration as described in Special Condition 3.2, the Parties agree that: (a) if the declaration makes the Agreement invalid and unenforceable, or required to be terminated, the Agreement is invalid and unenforceable, or terminated (as relevant) as at the date the declaration takes effect ("Declaration Date"), and the Recipient will, within 20 Business Days of the Declaration Date: (i) Repay any unspent Funding as at the Declaration Date (as applicable); (ii) Repay any Funding not spent in accordance with the terms of this

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		Agreement; and (iii) Repay the amount by which the Funding paid exceeds the cash Contributions made by the Recipient and Participants as at Declaration Date; and (iv) Deliver any Reports and documents due on or before the Declaration Date, and the Final Report, to the Department. (b) If the declaration requires the Agreement to be varied, the parties agree to vary the Agreement in accordance with and giving effect to, the declaration, such effect as at the Declaration Date (or as otherwise prescribed by the declaration). (c) Any amount payable by the Recipient under Special Condition 3.3(a) is a debt due to the Department (without further proof of the debt being necessary). (d) Termination of this Agreement under Special Condition 3.3(a) will not affect any Claim or action either Party may have against the other by reason of any prior breach of this Agreement and will not relieve either Party of any obligation under this Agreement which is expressed to continue after termination.
11.	Authorised Officer: (clause 1.1)	insert details

FINANCIAL INCENTIVE AGREEMENT

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SCHEDULE 2 – RESEARCH PROGRAM

Research Period 1		Start Date Completion date: 6 months (less one day) from the Start Date
Description of Project activities		
Expected outcomes		
Research Period 2		Commencement date: 6 months from the Start Date Completion date: 12 months (less one day) from the Start Date
Description of Project activities		
Expected outcomes		

Research Period 3		Commencement date: 12 months from the Start Date Completion date: 18 months (less one day) from the Start Date
Description of Project activities		
Expected outcomes		
Research Period 4		Commencement date: 18 months from the Start Date Completion date: 24 months (less one day) from the Start Date
Description of Project activities		
Expected outcomes		

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SCHEDULE 3 – AGREEMENT MILESTONES

NO.	MILESTONE DELIVERABLE *	MILESTONE DATE	INSTALMENT AMOUNT
1	Execution of Financial Incentive Agreement	N/A	\$50,000 (GST exclusive or inclusive)
2	Submission of <i>Progress Report on Research Period 1</i>	7 calendar months from the Start Date	\$0 (GST exclusive or inclusive)
3	Submission of <i>Progress Report on Research Period 2</i>	13 calendar months from the Start Date	\$50,000 (GST exclusive or inclusive)
4	Submission of <i>Progress Report on Research Period 3</i>	19 calendar months from the Start Date	\$0 (GST exclusive or inclusive)
5	Submission of <i>Final Report on Research Periods 1 – 4</i>	25 calendar months from the Start Date	\$25,000 (GST exclusive or inclusive)
			\$125,000 (GST exclusive or inclusive)

SCHEDULE 4 – CONTRIBUTION TABLE

Contributions Year	DES	Recipient	CAS	Institute, CAS	TOTAL
Year 1 Total	\$0	\$0	\$0	\$0	\$0
Year 2 Total	\$0	\$0	\$0	\$0	\$0
PROJECT TOTAL	\$0	\$0	\$0	\$0	\$0

SCHEDULE 5 – INFORMATION AND MATERIAL REQUIRED FOR REPORTS

Item 1 – Progress Report

S5.1 A Progress Report must include the following information:

- (a) an outline of Project activities undertaken and outcomes achieved during the relevant Research Program research period(s);
- (b) an outline of any Project activities planned for the relevant Research Program reporting period that did not take place, the reasons for this, and any plans to rectify;
- (c) the total expenditure by the Recipient on the Project claimed as Eligible Project Costs to date;
- (d) evidence of expenditure on the Project in the form of an official financial statement showing expenditure claimed by the Recipient as Eligible Project Costs;
- (e) the amount of any unspent Funds, the reason why the unspent Funds have not been spent, and a prediction of when the Recipient expects that the unspent Funds will be spent;
- (f) details of the amount and type of Contribution made by the Recipient and each of the Participants to the Project;
- (g) any adverse matter which may materially affect the Project or the Recipient;
- (h) a declaration signed by the Contact Officer testifying as to the truth and veracity of the information submitted in support of the claim; and
- (i) any other information and material reasonably requested by the Department relating to the Project.

Item 2 – Final Report

S5.2 A Final Report is a Progress Report including the following additional information:

- (a) an outline of the work on the Project from the Start Date to the date of completion of the Final Report;
- (b) a summary of the key achievements of the Project;

- (c) an outline of how the Project has contributed to the Recipient's future development; facilitated the collaboration between partners on the Project; and benefited Queensland;
- (d) evidence of the amount and type of Contribution made by the Recipient and each of the Participants to the Project.

Item 3 – Update Report

S5.3 An Update Report shall include any information pertaining to the Project that is reasonably requested by the Department.

S5.4 The Recipient is only required to provide information in an Update Report which:

- (a) is readily available to the Recipient;
- (b) can be obtained using the Recipient's reasonable endeavours; and
- (c) is not subject to obligations of confidentiality owed to any third parties.

SCHEDULE 6 – PROPOSAL

(AS ATTACHED)

SCHEDULE 7 – PROGRAM GUIDELINES

(AS ATTACHED)

FINANCIAL INCENTIVE AGREEMENT

Q-CAS COLLABORATIVE SCIENCE FUND

EXECUTED AS A DEED by the Parties on the dates set out below.

SIGNED, SEALED & DELIVERED for and on behalf of

State of Queensland through the Department of the

Environment, Tourism, Science and Innovation (ABN 46

640 294 485) by:

.....
(signature)

..... (name)

..... (position)

A duly authorised person, in the presence of:

.....
(date)

.....
(signature of witness)

SIGNED, SEALED AND DELIVERED for and on behalf
of **THE [INSERT RECIPIENT]** (ABN:) by:

.....
(signature)

..... (name)

..... (position)

A duly authorised person, in the presence of:

.....
(date)

.....
(signature of witness)